

EXHIBIT

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I N T E R A R C H

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M@SSH INC COM

February 16, 2011

Mr. Andrew Logue
President
Chief Operations Officer
Republic First Bank
Two Liberty Place
50 S. 16th Street Suite 2400
Philadelphia, PA 19102

RE: Republic Bank – 2011 Marketing Proposal – Rev. 1

Dear Mr. Logue,

Thank you for this further opportunity to be of service.

InterArch will provide Republic Bank - Marketing/ Advertising/ Consulting Services for a fixed rate of \$7,500 per month for six months. Services provided under this proposal include Republic Bank's typical general marketing requirements and are defined as the creation, maintenance and procurement of such typical items as:

- Advertisements:
 - Business – 5 different Ads
 - Retail – 5 different Ads
 - Includes resizing of ads
- Billboard Designs:
 - Maximum of two new design per quarter
- Duratrans Creation:
 - Maximum of two new design per quarter
- Buckslip Creation
 - Retail Promotion – 5 different Ads
 - Business Blitzing – 5 different Ads
 - Reorders
- Collateral
 - Business and Retail Brochures
 - Bank Day Brochure
 - Business and Retail Brochures
 - Updates included
 - Posters and Flyers for Bank Days
 - Reorders
- Promotional Items
 - Magic Money Machine Prizes kids and adults, bi-monthly Pens, Teller Vests and Name Tags and promotional items
 - R Pins (reorder) New Online Banking Materials
 - Reorders
 - Research and purchase new material

- New Logo (add phone # to existing logo)
 - Create Marketing Messages (monthly change) for web site
 - Home Equity
 - Credit Card
 - Great American Savings
 - Free Coin Counting
- Credit Card Materials
 - Application
- Summer Reading Program
 - Brochure
 - Coupons
 - Poster
- Gift Cards
 - Custom Card design
 - Insert (To, From, Amount)
 - Box recorders
- Holiday Door Clings
- Annual Report Cover – Due March 9, 2011
- Photography
 - Will arrange photographers and provided photos for internal website as requested

The average amount of time spent producing typical marketing material for Republic Bank has been fifty (50) hours per month. Based on information provided and on our experience, we anticipate this average to remain the same for the next 6 months. In the event Republic Bank would require special marketing projects outside their typical requirements, InterArch could provide those services under separate proposal. Potential special projects may include the re-branding of Republic Bank, Grand Openings, Special Events and the re-design and update of the Republic Bank web site and video loop.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the basic compensation cited above and will be billed at the direct cost for expenses incurred by InterArch. These expenses include, but are not limited to, printing and reproduction, travel, overnight mail and delivery services, messenger and courier services, photography, etc. Client will be billed monthly for reimbursable expenses.

TERMS AND CONDITIONS

InterArch requires the following terms and conditions be met to ensure performance of work as described in SCOPE OF SERVICES:

- Invoices for services shall be submitted on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, InterArch may, without waving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.
- Accounts unpaid 45 days after the invoice may be subject to a monthly service charge of 5% on the unpaid balance, at the sole election of InterArch. Statements and/or verbal notification will be given

at 45 days to inform the Client of status of accounts regarding this project. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees and all work on this project will be stopped automatically without further notice at 60 days if prior arrangements have not been made or fulfilled.

- All documents produced by InterArch under this proposal shall remain the property of InterArch and may not be used by the Client for any other endeavor without the written consent of InterArch.
- InterArch and Republic Bank reserve the right to terminate contract with the provision of 30 days written notice. All work performed up to termination of services shall be due for payment at time of termination.

I trust this proposal has met your requirements. Please do not hesitate to contact me with any questions or concerns.

Please sign the space provided below indicating your acceptance of this proposal and return at your earliest convenience.

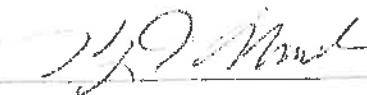
Yours truly,



Joseph Vasta
Studio Director
InterArch

cc: Accounting Department / file

ACCEPTED:



DATE:

4/12/11

Harry Moscovitz, Chairman, + CEO.

INTERARCH STANDARD HOURLY RATES

<u>TITLE</u>	<u>RATE</u>
Principal	\$300
Studio Director	\$250
Team Leader	\$200
Senior Construction Manager	\$185
Construction Manager	\$110
Project Manager	\$150
Project Architect	\$130
Architect	\$110
Project Designer	\$130
Designer	\$110
CAD Technician	\$80
Project Landscape Architect	\$150
Landscape Architect	\$110
Administrative	\$50

The rates listed above are in effect until December 31, 2014.